PAYMENT BOND Case 3:98-cv-00009-T Me of Green and Executed Must be some or later Case 3:98-cv-00009-T Me of Green ment 569-2 Filed 05/25/2006 Page 1 of 1 (See Instructions on Page 2) September 28, 1996

FORM APPROVED OMS NO.

2000-0045

Public reporting burden for this collection of information is estimated to everage 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gethering and maintaining the data needed, and completing and reviewing the collection of information fragarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Sacretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, D.C. 20405; and to the Office of Management and Budget, Paperwork Reduction Project (2000-0045), Washington, D.C. 20503.

PRINCIPAL Regal name and business address) Nugget Construction, inc. 8726 Corbin Drive Anchorage AK 99507	TYPE OF ORGANIZATION FX" and INDIVIDUAL PARTNERSHIP JOINT VENTURE X CORPORATION					
SURETY(IES) Name(s) and business address(es)	STATE OF IN Alaska	CORPORATION	UM OF BOND			
	MILLIONS	THOUSANDIST	HUNDREDIS	CENTS		
United States Fidelity and Guaranty Company 4220 "B" Street	1	351	396	64		
Anchorage AX 99503	CONTRACT DA September 28,	CONTRACT NO. DACWSS-96-C-9020				

## OBLIGATION

We, the Principal and Suretylies), are firmly bound to the United States of America Bereinsfter called the Government in the above panel sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds Itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal

## CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the presecution of the work provided for in the sontract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Suretyles) are waived.

The Principal and Suretylies) executed this payment bond and affixed their seals on the above data.

			PRII	NCIPAL						
Sign	ature(s)		2		<b></b>	3.	: (5040)			
Harr Title (Typ		1, Richard Harris Executive Vice President, General Waneger	2.	<del>-</del>	(5+21)	3.	Pass	CORPORATE SEAL		
_	· · · ·		INDIVID	AL SU	RETY(IES)					
Sign	ustore(s)	1.		(Seet)	2.					
Nen		1.			2.					
			CORPOR	ATE SU	RETYLES	}		48.63		
\$ U	Name & Address		United States Fidelity and Guaranty Company 4220 "8" Street Anchorage AK 89503		STATE OF INC.		LIABILITY LIMIT \$ 100%			
E	Signature(s)	1						CORPORATE		
¥ A	Kame(s) & Title(s) (Typed)	James L. Forguson Atterney-In-Fect		2				i		
	1 7540-01-15: VIOUS EDITI	I-8061 ON NOT USABLE Expiration Date:	: 09/30/8\$ 21	-205	XHIBIT	B	STANDARD FORM Proserthed to REA	25-A MEV.1-809 TOTAL P.02		
		Exhibit Page 1		PAG	ίΕ Ì	OF	Page 9 of 2			